

**AVOCADOS FROM MEXICO NEW YEAR'S GUAC TOAST TWITTER SWEEPSTAKES
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

AGREEMENT TO OFFICIAL RULES: BY ENTERING THIS SWEEPSTAKES ("SWEEPSTAKES"), YOU AGREE TO ABIDE BY AND BE BOUND BY THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

THIS SWEEPSTAKES IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER OR FACEBOOK. TWITTER AND FACEBOOK ARE NOT AFFILIATED WITH THE SPONSOR IN ANY WAY.

ELIGIBILITY: The Sweepstakes is open to legal residents of any one of the 50 states of the United States of America or the District of Columbia, who are 21 years of age or older at the time of entry. Winner must live in the valid area at the time of the drawing and distribution of prizes. Sweepstakes is void where prohibited by law. Employees, officers and directors of Avocados From Mexico, Inc. (the "Sponsor"), its parent company, subsidiaries, affiliates and partners, Richards/Lerma and Innovative Processing, Inc. ("Administrators"), and any other promotion agencies and other agencies involved in this Sweepstakes, and each of their respective affiliates (collectively, the "Released Parties"), and members of the same the household and immediate family members (spouse, child, parent, sibling and their respective spouses) of all such employees/officers/directors, are NOT eligible to enter or win. Sweepstakes is subject to all federal, state, and local laws and regulations.

ENTRY PERIOD: This Sweepstakes begins at 12:00 p.m. Central Standard Time (CST) on December 14, 2020 and ends at 11:59 p.m. CST on January 1, 2021. ("Entry Period"). The Administrator's computer is the Sweepstakes official clock. **HOW TO ENTER:** To enter, you must have a valid Twitter account. Sweepstakes will be advertised on Twitter ads asking entrants to Tweet, Retweet or Share the Twitter ad. Use of Twitter or any of their features are subject to their terms and conditions.

During the Entry Period, announcements of the Sweepstakes will appear on Twitter. To enter, you must have a Twitter account. If you do not have a Twitter account, go to www.twitter.com to create one; Twitter accounts are free. Use of Twitter and any of their features are subject to their terms and conditions.

Tweeting with Hashtag: Every time you tweet, re-tweet, or share a tweet you must use all (3) three hashtags: **#GuacFromMexico, #NewYearsEve and #sweepstakes.**

Your account must be set to Public. The Sponsor must be able to Direct Message back with a unique link that will take the entrant to an eligibility entry form. The form must be completed in full to confirm their participation and count as one (1) valid entry into the sweepstakes.

Any attempt by an Entrant to enter using any other method of entry will be disqualified. The Released Parties assume no responsibility for lost, late, or misdirected entries or any computer, online, telephone, or technical malfunctions that may occur. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of

the Sponsor, including the interpretation of these Official Rules and Sponsor's exercise of discretion, which will be final and binding in all respects. There is a limit of 10 entries per person/per day for this sweepstakes.

Please see the "Privacy" section below for details regarding the use of personal information collected in connection with this Sweepstakes.

PRIZES/ RETAIL VALUE: There will be One (1) Grand Prize of \$1,000, Two (2) First Prizes of \$500 and Ten (10) Second Prizes of \$50. (distributed as a Bank Gift Card)

The total approximate retail value for this sweepstakes is \$2,500.

DRAWING/WINNER SELECTION: Drawing will be conducted on or about January 4, 2021 from all eligible entries received during the Sweepstakes time period. Sponsor's decisions on all matters relating to the Sweepstakes are final and binding.

PRIZE LIMIT: Limit one Prize per person/household for this Sweepstakes. Limit of one prize (valued at \$1,000 or more) per person/household during any consecutive twelve (12) month period from any promotion sponsored by Sponsor.

ALL EXPENSES OR COSTS ASSOCIATED WITH ACCEPTANCE OF A PRIZE NOT MENTIONED HEREIN ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER. No cash equivalent or other substitutions will be permitted, except the Sponsor reserves the right in its sole discretion to substitute any prize with another prize of equal or greater value in the event that the prize (or any component thereof) is not available as determined by the Sponsor in its sole discretion. Any local, state or federal taxes associated with any prize awarded in connection with the Sweepstakes are the sole responsibility of the Prize Winner. The Prize Winner will also be required to disclose his/her social security number for the purpose of issuance of an IRS Form 1099. The value of the prize, as ultimately determined the Sponsor, cannot be challenged or appealed. The Released Parties are not liable for the payment of any taxes associated with acceptance of the prize. Any gift card prize is subject to the terms and conditions stated on gift card.

PRIZE NOTIFICATION: Potential Prize winner(s) will be contacted using Twitter, and will be required to provide proof of identification and all other information needed by the Administrators. If a potential Prize winner does not respond within 24 hours after the first attempt to contact him/her, Administrator may select an alternate potential winner at random from the remaining entries. A potential Grand Prize winner must complete, sign, and return the affidavit of eligibility, release of liability, publicity release, and appropriate tax documents, as provided by the Administrator (the "Documents"), within five (5) business days of delivery of the Documents, or the prize will be forfeited in its entirety. **The potential Prize winner will be required to supply his/her Social Security number by completing a W9 because of tax reporting requirements.** Return of any prize, or notification that the prize was undeliverable, or failure of a potential winner to accept any prize within the specified time period may, in the Sponsor's sole discretion, result in disqualification of the potential winner and forfeiture of the prize. If a potential winner forfeits a prize, no alternative compensation will be given.

PUBLICITY RELEASE: Subject to applicable law, by accepting the prize, the Prize winner irrevocably grants to Sponsor the right to use and publish his/her proper name, city and state of residence, likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Prize winner regarding the Sweepstakes or Sponsor online and in print and in any other media now known or

hereafter developed, worldwide, in perpetuity, in connection with the Sweepstakes and for advertising and promotional purposes, without additional compensation or notification. The Sponsor has full ownership of all content captured during the sweepstakes period and during the prize fulfillment period.

RELEASE AND LIMITATIONS OF LIABILITY / ADDITIONAL TERMS: By entering the Sweepstakes, each Entrant agrees, and by accepting the Prize the Prize winners agree, to release, indemnify and hold harmless the Released Parties from and against any liability, loss, damage, cost, and expense that the Released Parties may suffer as a result of any claims, suits, demands, actions, causes of action (“Claims”), penalties, expenses, or costs, including reasonable attorneys’ fees (“Losses”), whether foreseen or unforeseen, that may be made or had against the Released Parties arising from or in connection with the Sweepstakes, including, but not limited to, all such Claims and Losses arising from: 1) any prize won; 2) the negligence, reckless acts, and/or intentional or willful misconduct by Entrants or Prize winner; 3) any injuries, death, damage to persons or property, losses, or other damage of any kind that the Entrants or Prize winner may sustain which may be caused, directly or indirectly, in whole or in part, from or in connection with their participation in the Sweepstakes or receipt of any prize, unless prohibited by law; and 4) any claims based on publicity rights, defamation, misappropriation, false association, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action and/or breach of contract. THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS’ ACCESS TO AND USE OF THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES; OR PRIZE WINNER’S USE OF PRIZE.

As a condition of entering the Sweepstakes, the Prize winner gives consent for Sponsor to obtain and deliver his/her name, address, and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Sweepstakes or on a Sweepstakes winners list. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes, or in the announcement of prizes. In the event Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including, but not limited to: fire, flood, epidemic, earthquake, explosion, labor dispute or strike, public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor’s control (each a “Force Majeure” event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prize to an Entrant randomly selected from among all valid and eligible entries received up to the time of such Force Majeure event.

DISPUTES; GOVERNING LAW: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by private and confidential binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party including any form of class or representative action. The arbitration shall be conducted in the District of Columbia. ALL ASPECTS OF THE OPERATION OF THE SWEEPSTAKES, AS WELL AS THE CONSTRUCTION,

VALIDITY, INTERPRETATION AND ENFORCEMENT OF THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS, AS WELL AS THE RESPECTIVE RIGHTS OF THE SPONSOR OF, PARTICIPANTS IN, AND WINNER OF THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE DISTRICT OF COLUMBIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the District of Columbia. The parties agree not to raise the defense of forum non conveniens.

PRIVACY: All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at: <http://avocadosfrommexico.com/privacy-policy/> By participating in the Sweepstakes and providing any personal information, Entrants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and accepted the terms of Sponsor's privacy policy.

WINNER NAMES: To receive a copy of the winners list, mail a self-addressed stamped envelope to: AFM New Year's Guac Toast Sweepstakes Winners List, PO Box 240, Clear Lake, MN 55319. All mail in requests must be received by: March 31, 2021.

SPONSOR: Avocados From Mexico Inc., 222 W. Las Colinas Blvd., Suite 850E, Irving, TX 75039.

Administrators: Richards/Lerma, 7007 Twin Hills Ave, Suite 300, Dallas, TX, 75231.
Innovative Processing, Inc., PO Box 240, Clear Lake, MN 55319.